

GRANITE MEMORIAL **DELIVERY and INSTALLATION** **AGREEMENT**

In consideration of the Catholic Cemeteries Association of the Diocese of Cleveland (hereinafter "CCA") granting to the Dealer permission to enter any CCA cemetery for the purpose of delivering granite memorials or raised monuments (hereinafter collectively "Memorial") as defined in the Rules and Regulations of the Catholic Cemeteries Association Diocese of Cleveland (hereinafter "Rules and Regulations") which are purchased by the Dealer's customers who is the Owner of the Right of Interment located at a specified CCA cemetery (hereinafter "Owner"), the undersigned _____ (hereinafter "Dealer"), agrees to comply with the terms and conditions of this Granite Memorial Delivery and Installation Agreement (hereinafter "Agreement").

In consideration of the right to enter the Cemetery, the Dealer agrees to the following:

1. It is acknowledged that this Agreement serves as a revocable license to the Dealer to enter any Cemetery and perform the work necessary for the Dealer to deliver and if applicable install the Memorial purchased by the Owner. The CCA acknowledges that the Dealer will enter the CCA's premises and proceed to a designated location for the purpose of delivering or the installing as designated, the Memorial purchased by the Owner of a Right of Interment who has purchased an item of personal property from the Dealer.
2. In order that the CCA may properly verify that the Dealer is delivering a Memorial which is free of visible defects, i.e. cracks or scratches, that the inscription complies with the original Dealer Memorial Application (hereinafter "Application") as submitted, that the Memorial complies with the Rules and Regulations and that during delivery the Memorial is not damaged, the Dealer shall:
 - a. Schedule deliveries/installations with the superintendent of the Cemetery not less than twenty-four hours (24) in advance. No delivery or installation will be accepted if not scheduled in advance.
 - b. Prior to the delivery of a Memorial, either to the Cemetery service area for final installation by CCA personnel or a raised monument delivered to the Place of Interment and installed by the Dealer, the Dealer shall first report to the main office of the Cemetery identified on the approved Application to obtain written authorization to proceed to the designated location for the delivery. Failure to obtain written authorization will waive any responsibility that the CCA may have with regard to the Memorial, making the Dealer solely responsible for any damage which may be discovered at any time after delivery. This paragraph does not diminish or in any manner alter the Dealer's responsibilities with regard to the Memorial as set forth in the Rules and Regulations and the Application.
 - c. The Dealer shall allow for the visual inspection of the Memorial by a CCA employee prior to the Dealer removing it from the delivery vehicle. The CCA employee will verify the delivery in writing, including the name of the Dealer's employee, the name of the CCA employee verifying the delivery, the date and time of delivery, that the Memorial was free of any surface defect reasonably discoverable upon a visual inspection and to verify that no damage occurred during the delivery. Any damage which occurs during delivery is the responsibility of the Dealer.
 - d. For raised monuments that are delivered and installed by the Dealer on the Place of Interment, a CCA employee must inspect the Memorial in the same manner as described in paragraph (c) above prior to its removal from the delivery vehicle and after it is set in accordance with the Rules and Regulations, to verify that no visible damage occurred

during setting.

- e. The foregoing does not alter, waive or in any manner diminish the Dealer's obligation to comply with the Rules and Regulations with regard to the granite materials used in the manufacture of the Memorial and the installation process for raised monuments.
 - d. It is acknowledged that the Dealer has superior knowledge of the granite materials used in the manufacture of the Memorial and the installation work for raised monuments.
3. The Dealer shall comply with the terms and conditions of the Application form which is incorporated herein and attached hereto as Exhibit "A" and which may be modified from time to time in the CCA's sole discretion without prior notice to Dealer. An approved Application is required prior to manufacture and acceptance of delivery.
 4. Upon receiving written authorization from a member of the Cemetery office staff to proceed to the delivery location, the Dealer will report to the Cemetery superintendent, foreman or another designated CCA employee, with the signed Application.
 5. Dealer agrees that all deliveries and installation work will be performed during the Cemetery's regular working hours or at such times as may be approved in advance by the Cemetery superintendent. The Cemetery superintendent may deny permission to install a Memorial if it is determined that the delivery vehicle will cause damage to any Cemetery property or other personal property.
 6. Dealer, at its sole cost, risk and expense shall provide, furnish and pay for all equipment, labor and material necessary to properly deliver and/or install the memorial. Dealer may contract with the CCA to prepare a location for the installation of a memorial.
 7. With the exception of contracted services provided by the CCA to the Dealer, CCA personnel are prohibited from providing any assistance or equipment to Dealer related to the delivery and/or installation of any Memorial, except as stated specifically in this Agreement.
 8. Dealer shall ensure that any work performed at a CCA cemetery will be performed in accordance with all Federal, state and local laws, ordinances, regulations, codes and standards, all applicable industry standards and requirements.
 9. Dealer warrants that the Memorial will be delivered and if applicable installed by employees or agents of the Dealer having proper training and sufficient experience in performing such work. Dealer's employees or agents will be properly uniformed with Dealer's name visibly displayed.
 10. Dealer will be solely responsible for the delivery and, if applicable, the installation of the Memorial and shall remain solely responsible for the equipment and staff used in connection with the delivery and if applicable the installation for the entire duration of time that the Dealer remains at the Cemetery.
 11. In the event that Dealer delivers and/or installs a damaged or defective Memorial, the CCA will notify the Dealer in writing to correct the damage or defect, and the Dealer shall, within a reasonable period of time, remedy the damage or defect. Any repair or replacement is subject to the approval of the CCA, including but not limited to approval of the materials used for such repair. In the event of the Dealer's failure to correct any damage or defect within a reasonable period of time, the CCA has the right, but not the obligation, to complete the repairs or obtain the replacement item at Dealer's sole cost and expense.
 12. No Dealer shall be permitted to enter onto a Cemetery for the purpose of delivering and if applicable installing a Memorial unless the following insurance coverage is in effect and on file with the CCA.

Dealer shall maintain insurance acceptable to the CCA for protection against claims for personal injury, including death, and damage to property, resulting from Dealer's operations on Cemetery property. Dealer shall fully insure its employees, agents, laborers and subcontractors and anyone directly or indirectly employed in connection with the delivery and if applicable the installation of the Memorial. The policy must contain the following coverage forms, limits and policy endorsements:

- a. Commercial General Liability with a combined single limit of liability insuring both bodily injury, including death and property damage in an amount of not less than \$1,000,000.00 per occurrence, with a general aggregate of \$2,000,000.00. The insurance shall provide coverage for the Dealer's operation on the Cemetery site. The insurance shall be obtained from a carrier rated at least "A" by A.M. Best Company and properly licensed in the State of Ohio. The Certificate of Insurance and Endorsement to the policy shall:
 - i. Name the CCA as additional insured;
 - ii. Provide that the insurance is primary payer insurance and not contributory to any other insurance available to the additional insured;
 - iii. Provide that the CCA shall be given thirty (30) days advance written notice of any cancellation, modification or reduction of coverage.
 - b. Dealer shall maintain Comprehensive Automobile Liability Insurance for owned, non-owned and hired automobiles, trucks and other licensed motorized vehicles utilized in connection with the any work performed on Cemetery property. The policy shall have a single limit of liability insuring both bodily injury, including death and property damage in an amount not less than \$500,000.00 per occurrence. The CCA shall be named as an additional insured. The CCA shall be given thirty (30) days advance written notice of any cancellation, modification or reduction of coverage.
 - c. Dealer shall maintain Workers Compensation Insurance and other employee benefits as required by Federal, state and local laws and ordinances and will provide the CCA with copies of all applicable certificates of compliance.
13. Dealer acknowledges and accepts that the CCA has the absolute right, in its sole discretion, to suspend the delivery and/or installation of a Memorial. Any of the work performed by Dealer which is suspended by the CCA will be removed by the Dealer immediately at no cost to the CCA. The Dealer shall be solely liable to the Owner of the Right of Interment for the failure to deliver and if applicable install the memorial.
 14. Dealer shall be solely responsible for providing any and all means, methods and materials, including labor that may be necessary for protecting from damage or undue disturbance all Places of Interment and the items placed thereon either at, adjacent to or near the area where the installation work will be performed, including those Places of Interment leading up to the work area from the roadway.
 15. Dealer acknowledges and agrees that any damage to the Cemetery property caused during the installation of a Memorial will be repaired by the Cemetery and Dealer agrees to reimburse the CCA for the repair work within thirty (30) days of the date of invoice. Dealer agrees to repair or replace any and all personal property damaged during the installation process.
 16. Dealer shall indemnify and hold harmless the CCA, its trustees, agents and employees, from and against any and all claims, damages, costs, omissions, losses and all other related expenses, including attorneys' fees, arising out of or resulting from the performance of or in any manner related to the delivery and/or installation of Memorials, arising out of, but not limited to, personal injury, including death, and property damage, resulting from any act or omission of the Dealer,

anyone employed directly or indirectly by the Dealer, an agent of the Dealer and/or anyone for whose actions the Dealer may be liable. The obligation to indemnify shall not be subject by any limitation provided for with respect to amount or type of claim, damage, cost, loss, omission cost, expense or injury.

- 17. The CCA and Dealer acknowledge that privity of contract for the Memorial provided by the Dealer exists only between the Dealer and the Owner or the Owner's duly authorized representative, including but not limited to the Owner's administrator, executor, spouse, authorized family member, Power of Attorney or anyone authorized to act on the Owner's behalf (hereinafter collectively referred to as "Owner") and the neither the CCA nor the Cemetery are in any manner included in the contract between the Owner of the Right of Interment and the Dealer.

- 18. *The Dealer acknowledges and agrees to comply with the terms and conditions of the Agreement and the Rules and Regulations. **Any violations of the terms of this Agreement or the Rules and Regulations may cause a suspension or termination of Dealer's privileges set forth herein.***

- 19. The Dealer may not subcontract any work contemplated hereunder without prior written approval of the cemetery.

IN WITNESS WHEREOF, the Dealer has duly executed this Agreement on the day and year written below and acknowledges and agrees to the terms and conditions set forth herein.

Company: _____

Signature: _____

Title: _____

Date: _____

Catholic Cemeteries Association

By: _____

Title: _____

Date: _____

SERVICES ACKNOWLEDGMENT

The following services and materials have been requested and will be furnished in connection with the installation of a Memorial at _____ Cemetery, _____, Ohio, (hereinafter "Cemetery") and which services were ordered by _____ (hereinafter "Dealer") for the installation of the _____ Family monument:

Site preparation work will be performed at the rate of Seventy-five Dollars (\$75.00) per hour with a one hour minimum charge. All services exceeding the one hour minimum are assessed in fifteen minute increments. Ramping is charged at the rate of Two Dollars (\$2.00) per foot from the roadway to the installation site.

LABOR: Total hourly charge for labor, _____ Dollars

RAMPING: _____ feet of ramping at a charge of Two Dollars (\$2.00) per foot for a total charge of _____ Dollars (\$_____).

Fuel surcharge Five Dollars (\$5.00)

The undersigned Dealer acknowledges requesting the above services and agrees that payment will be made within thirty (30) days of invoice.

The Cemetery Superintendent/Foreman of other designated individual will submit this completed form to the Cemetery office for invoicing.

Accepted By:

Dealer

Date

Services Provide By:

Cemetery Superintendent/Foreman

Date